

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 06-14650
Non-Argument Calendar

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT DECEMBER 28, 2006 THOMAS K. KAHN CLERK
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D. C. Docket No. 05-01327-CV-T-30-MSS

CYNTHIA S. PHILLIPS,

Plaintiff-Appellant,

versus

AMERICAN AIRLINES, INC.,

Defendant-Appellee.

Appeal from the United States District Court
for the Middle District of Florida

(December 28, 2006)

Before WILSON, PRYOR and HILL, Circuit Judges.

PER CURIAM:

This case was brought and settled. The parties accepted the benefits of the release and settlement agreement. With buyer's remorse, plaintiff returned to the district court and asked that the case be reopened. The district court found that the plaintiff's case had been fully and finally resolved by settlement. The matter was dismissed and the case closed. No appeal was taken.

Now plaintiff returns to the district court for a third time on the same facts, this time claiming a breach of the settlement agreement, in that she preserved her right to additional lost wages. Defendant, while conceding plaintiff preserved this right, contends that it also preserved its right to accept or reject her claim. Here the defendant claims that it denied her claim, the matter is over and done with, and, as a matter of law, plaintiff's claim is barred by the doctrines of *res judicata* or collateral estoppel. We agree.

We have carefully reviewed the record in the case, the settlement agreement, the briefs and the arguments of counsel contained therein. Finding no error, we affirm the judgment of the district court based upon the well reasoned twelve-page report and recommendation of the magistrate judge dated May 26, 2006, as adopted by the district court.

AFFIRMED.